

1 BILL NO. S-84-10-39

2 SPECIAL ORDINANCE NO. S- 141-84

3 AN ORDINANCE approving Contracts
4 for Resolution #401-84 - 1984
5 Flapgates Modified, between
6 the City of Fort Wayne and John
7 Dehner, Inc. in connection with
8 the Board of Public Works and
9 Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

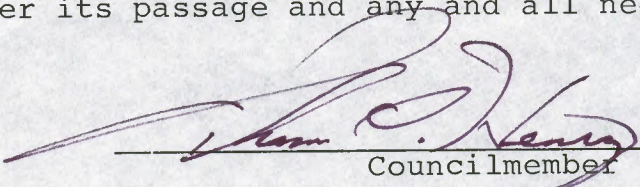
12 SECTION 1. The annexed Contracts, made a part hereof,
13 between the City of Fort Wayne and John Dehner, Inc. in connection
14 with the Board of Public Works and Safety, for Resolution #401-84 -
15 1984 Flapgates Modified, is hereby ratified, and affirmed and ap-
16 proved in all respects. The work under said Contracts requires:

17 the installation of fourteen (14)
18 different locations of flapgates
19 and a shutoff valve on existing
20 storm sewer and combination sewer
21 outfall pipes, which from their
22 installation, size and character
23 are intended for continued use by
24 the City of Fort Wayne;

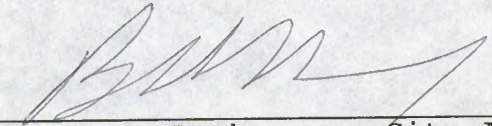
25 the total price of the Contracts is One Hundred One Thousand Two
26 Hundred and No/100 Dollars (\$101,200.00).

27 SECTION 2. Prior approval was requested from Council
28 with respect to these Contracts on October 16, 1984. Two (2)
29 copies of the Contracts attached hereto are on file with the City
30 Clerk, and are available for public inspection.

31 SECTION 3. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all necessary
approval by the Mayor.


Councilmember

33 APPROVED AS TO FORM
AND LEGALITY

34 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 10-23-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-13-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. J-141-84 on the 13th day of November, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray G. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of November, 1984, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of November, 1984, at the hour of 3rd o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT NO. 401-84

"MODIFIED"

BOARD ORDER NO.

THIS CONTRACT made and entered into in triplicate this 10th day of OCTOBER, 1984, by and between John Dehner, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

ALLEN COUNTY FLOOD CONTROL BOARD 1984 FLAPGATES - "MODIFIED"

Outfall Pipe No. 1 (SJE-34)

Located on the East bank of the St. Joseph River approximately 50± LF North of and 360± feet West of the center of the intersection of St. Joe River Drive and Anthony Boulevard. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing concrete spillway and the installation of a flapgate.

Outfall Pipe No. 2 (SRW-18)

Located on the West bank of the Spy Run Creek approximately 120± feet North of and 60± feet East of the center of the intersection of Grove Street and Westbrook Drive. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 3 (MAN-6)

Located on the North bank of the Maumee River approximately 50± feet South of and 250± feet East of the center of the intersection of Niagara Drive and Pemberton Drive. This outfall is for an existing storm sewer.

Said construction shall consist of building a wooden flapgate and the installation of said flapgate on the existing headwall.

Outfall Pipe No. 4 (MAS-19)

Located on the South bank of the Maumee River in the abutment of the Anthony Boulevard Bridge. This outfall is for a combination sewer overflow.

Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 5 (MAS-37)

Located on the South bank of the Maumee River approximately 1200± feet East of and 60± feet North of the center of the intersection of Edsall Avenue and Dwenger Avenue. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 6 (SMW-9)

Located on the North bank of the St. Mary's River approximately 160± feet East of the center of the North abutment of the Spy Run Bridge.

Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 7 (SME-14)

Located on the West bank of the St. Mary's River approximately 200± feet East of and 11± feet South of the center of the intersection of Duck Street and Barr Street. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and flapgate.

Outfall Pipe No. 8 (SME-15)

Located on the West bank of the St. Mary's River approximately 190± feet East of and 5± feet South of the center of the intersection of Duck Street and Barr Street. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a shutoff valve.

Outfall Pipe No. 9 (SME-47)

Located on the East bank of the St. Mary's River approximately 40± feet due North of the center of the intersection of Berry Street and Thieme Drive. This outfall is for an existing combination sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 10 (SMW-43)

Located on the West bank of the St. Mary's River approximately 1220± feet North of the center of Taylor Street Bridge. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 11 (SWM-67)

Located on the West bank of the St. Mary's River approximately 550± feet North of and 200± feet East of the center of the intersection of Engle Road and Bluffton Road and more particularly is directly under the bridge abutment of the walking bridge over the St. Mary's River. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 12 (SMW-90)

Located on the West bank of the St. Mary's River approximately 620± feet North of and 110± feet East of the center of the intersection of Winchester Road and Baer Field Thruway. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 13 (SMW-92)

Located on the West bank of the St. Mary's River approximately 360± feet North of and 150± feet East of the center of the intersection of Blue Mist Road and Winterset Road. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 14 (FDW-12)

Located on the West bank of the Fairfield Ditch approximately 30± feet South of and 670± feet East of the center of the intersection of Ardmore Avenue and Limestone Drive. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11125, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$101,200.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the lump sum price schedule set forth in the Contractor's Proposal.

1	Install 54" Flapgate (Outfall Pipe No. 1)	Two thousand five hundred fifty and no/100	2,550.00
2	Install 30" Flapgate (Outfall Pipe No. 2)	Three thousand seven hundred fifty and no/100	3,750.00
3	Contractor to furnish and install 72" x 72" wooden flapgate (Outfall Pipe No. 3)	One thousand six hundred fifty and no/100	1,650.00
4	Install 48" Flapgate (Outfall Pipe No. 4)	Five thousand seven hundred seventy-five and no/100	5,775.00
5	Install 42" Flapgate (Outfall Pipe No. 5)	One thousand four hundred seventy-five and no/100	1,475.00

6	Install 30" Flapgate (Outfall Pipe No. 6)	Three thousand seven hundred fifty and no/100	3,750.00
7	Headwall with 36" Flapgate (Outfall Pipe No. 7)	Four thousand nine hundred twenty-five and no/100	4,925.00
8	60" CFW Std. Manhole Type A with 42" Gate Model 6-20 (Outfall Pipe No. 8)	Forty-one thousand seven hundred fifty and no/100	41,750.00
9	Install 72" Flapgate (Outfall Pipe No. 9)	Eight thousand eight hundred seventy-five and no/100	8,875.00
10	Headwall with 42" Flapgate (Outfall Pipe No. 10)	Five thousand two hundred and no/100	5,200.00
11	Install 66" Flapgate (Outfall Pipe No. 11)	Three thousand seven hundred and no/100	3,700.00
12	Headwall with 60" Flapgate (Outfall Pipe No. 12)	Four thousand eight hundred and no/100	4,800.00
13	Headwall with 48" Flapgate (Outfall Pipe No. 13)	Seven thousand eight hundred and no/100	7,800.00
14	Headwall with 30" Flapgate (Outfall Pipe No. 14)	Three thousand six hundred and no/100	3,600.00
15	Revetment Rip Rap	Twenty and no/100 (per ton)	20.00
*3A	Alternate Bid for Outfall Pipe No. 3. Contractor to supply and install 72" x 72" Cast Iron Flapgate	Nineteen thousand three hundred fifteen and no/100	19,315.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68, and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof. It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and ordinances of City of Fort Wayne, (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 401-84 "Modified".
- B. Instructions to Bidders for Contract No. 401-84 "Modified".
- C. Contractor's Proposal Dated September 26, 1984.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11125 sheets 1 thru 4.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinance of City of Fort Wayne.
- G. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing wage scale.
- I. Performance Bond.
- J. Labor and Material Payment Bond.
- K. Comprehensive Liability Insurance Coverage.
- L. Application for Cut Permit.
- M. Escrow Agreement.
- N. Notice of Award.
- O. Notice to Proceed.
- P. Change Order.
- Q. Notice of Final Acceptance.
- R. Special Provisions.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 60 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN DEHNER INC.

BY: Gregory Dehner
GREGORY DEHNER, Vice-President

BY: Edward L. Dehner
EDWARD L. DEHNER, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiest
David J. Kiest
Director of Public Works

Colette R. Simon
Colette R. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Lawrence D. Consalvos
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Contract No. 401-84 "M"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

JOHN DEHNER, INC.

(Name of Contractor)

P.O. Box 11346, Fort Wayne, IN 46857

(Address of Contractor)

a Corporation hereinafter called

Principal, and United States Fidelity & Guaranty Company

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of one hundred one thousand two hundred and no/100 dollars (\$101,200.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 10TH day of OCTOBER, 1984, for construction of:

ALLEN COUNTY FLOOD CONTROL BOARD 1984 FLAPGATES - "MODIFIED"

Outfall Pipe No. 1 (SJE-34)

Located on the East bank of the St. Joseph River approximately 50± LF North of and 360± feet West of the center of the intersection of St. Joe River Drive and Anthony Boulevard. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing concrete spillway and the installation of a flapgate.

Outfall Pipe No. 2 (SRW-18)

Located on the West bank of the Spy Run Creek approximately 120± feet North of and 60± feet East of the center of the intersection of Grove Street and Westbrook Drive. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 3 (MAN-6)

Located on the North bank of the Maumee River approximately 50± feet South of and 250± feet East of the center of the intersection of Niagara Drive and Pemberton Drive. This outfall is for an existing storm sewer.

Said construction shall consist of building a wooden flapgate and the installation of said flapgate on the existing headwall.

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Said construction shall consist of the installation of a headwall and a flapgate.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11125 Sheets 1 thru 4 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3)
(number)

counterparts, each one of which shall be deemed an original, this 4th
day of OCTOBER, 1984.

ATTEST:

Edward J. Dehner
(Principal) Secretary

[SEAL]

R. E. Insley
(Witness as to Principal)

P.O. Box 11346
(Address)

FORT WAYNE, INDIANA 46857

JOHN DEHNER, INC.

(Principal)

BY: Gregory Dehner [S]

P.O. Box 11346

(Address)

FORT WAYNE, INDIANA 46857

United States Fidelity & Guaranty Co.
Surety

ATTEST:

Joanne Mignerey
~~XXXXXXXXXXXX~~

Joanne Mignerey

[SEAL]

Joanne Mignerey
Witness as to Surety

Yaste, Zent & Rye Agency, Inc.
(Address)

Fort Wayne, Indiana

Gerald A. Dahle

By Gerald A. Dahle
Attorney-in-Fact

Yaste, Zent & Rye Agency, Inc.
(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

JOHN DEHNER, INC.

(Name of Contractor)

P.O. Box 11346, Fort Wayne, IN 46857

(Address of Contractor)

a Corporation, hereinafter called Principal,

and United States Fidelity & Guaranty Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One Hundred One Thousand Two Hundred and no/100 Dollars (\$101,200.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 4th day of OCTOBER 1984, for the construction of:

ALLEN COUNTY FLOOD CONTROL BOARD 1984 FLAPGATES - "MODIFIED"

Outfall Pipe No. 1 (SJE-34)

Located on the East bank of the St. Joseph River approximately 50± LF North of and 360± feet West of the center of the intersection of St. Joe River Drive and Anthony Boulevard. This outfall is for an existing storm sewer.

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Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 5 (MAS-37)

Located on the South bank of the Maumee River approximately 1200± feet East of and 60± feet North of the center of the intersection of Edsall Avenue and Dwenger Avenue. This outfall is for an existing storm sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 6 (SMW-9)

Located on the North bank of the St. Mary's River approximately 160± feet East of the center of the North abutment of the Spy Run Bridge.

Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 7 (SME-14)

Located on the West bank of the St. Mary's River approximately 200± feet East of and 11± feet South of the center of the intersection of Duck Street and Barr Street. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and flapgate.

Outfall Pipe No. 8 (SME-15)

Located on the West bank of the St. Mary's River approximately 190± feet East of and 5± feet South of the center of the intersection of Duck Street and Barr Street. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a shutoff valve.

Outfall Pipe No. 9 (SME-47)

Located on the East bank of the St. Mary's River approximately 40± feet due North of the center of the intersection of Berry Street and Thieme Drive. This outfall is for an existing combination sewer.

Said construction shall consist of the modification of the existing headwall and the installation of a flapgate.

Outfall Pipe No. 10 (SMW-43)

Located on the West bank of the St. Mary's River approximately 1220± feet North of the center of Taylor Street Bridge. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 11 (SWM-67)

Located on the West bank of the St. Mary's River approximately 550± feet North of and 200± feet East of the center of the intersection of Engle Road and Bluffton Road and more particularly is directly under the bridge abutment of the walking bridge over the St. Mary's River. This outfall is for an existing combination sewer.

Said construction shall consist of the installation of a flapgate.

Outfall Pipe No. 12 (SMW-90)

Located on the West bank of the St. Mary's River approximately 620± feet North of and 110± feet East of the center of the intersection of Winchester Road and Baer Field Thruway. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 13 (SMW-92)

Located on the West bank of the St. Mary's River approximately 360± feet North of and 150± feet East of the center of the intersection of Blue Mist Road and Winterset Road. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

Outfall Pipe No. 14 (FDW-12)

Located on the West bank of the Fairfield Ditch approximately 30± feet South of and 670± feet East of the center of the intersection of Ardmore Avenue and Limestone Drive. This outfall is for an existing storm sewer.

Said construction shall consist of the installation of a headwall and a flapgate.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11125, Sheets 1 thru 4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts, (number) each one of which shall be deemed an original, this 10th day of OCTOBER, 1984.

ATTEST:

Edward L. Dehner
(Principal) Secretary

[SEAL]

R. E. Enaley
Witness as to Principal

P.O. Box 11346
(Address)

FORT WAYNE, INDIANA 46857

ATTEST:

Joanne Mignerey
~~XXXXXXXXXXXXXXXXXXXX~~
Joanne Mignerey
[SEAL]

Joanne Mignerey
Witness as to Surety

Yaste, Zent & Rye Agency, Inc.
(Address)

Fort Wayne, Indiana

JOHN DEHNER, INC.

Principal

By Gary Dehner [S]
P.O. Box 11346
(Address)

FORT WAYNE, INDIANA 46857

United States Fidelity & Guaranty Co.
Surety

Gerald A. Dahle
By Gerald A. Dahle
Attorney-in-Fact

Yaste, Zent & Rye Agency, Inc.
(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

TO: CITY ATTORNEY
FROM: BOARD OF PUBLIC WORKS
APPROVED BY: David J. Kiester
David J. Kiester, Chairman

DATE: October 15, 1984
SUBJECT: Resolution 401-84 Contracts -1984 Flapgates Modified

FILE # ASSIGNED BY RECORDS LIBRARIAN

6819

ACTION REQUESTED: Please prepare an ordinance to be introduced in City Council on: October 23, 1984 approving

Contracts for Resolution 401-84 - 1984 Flapgates Modified,

John Dehner, Inc. Contractor.

cc: CITY ATTORNEY
DEPARTMENT

BILL NO. S-84-10-39

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving Contracts for Resolution #401-84 - 1984
Flapgates Modified, between the City of Fort Wayne and John Dehner,
Inc. in connection with the Board of Public Works and Safety

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

THOMAS C. HENRY

CONCURRED IN 11-13-84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contracts for Res. #401-84 - 1984 Flapgates Modified

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-84-10-39

SYNOPSIS OF ORDINANCE Res. #401-1984 - 1984 Flapgates Modified is for the installation
at fourteen (14) different locations of flapgates and a shutoff valve on existing storm
sewer and combination sewer outfall pipes, which from their installation, size and
character are intended for continued use by the City of Fort Wayne. John Dehner, Inc.
is the Contractor.

PRIOR APPROVAL WAS REQUESTED 10/16/84

EFFECT OF PASSAGE Flap gates will prevent spring floodwaters from backing into the
City Sewer System.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$101,200.00

ASSIGNED TO COMMITTEE _____
